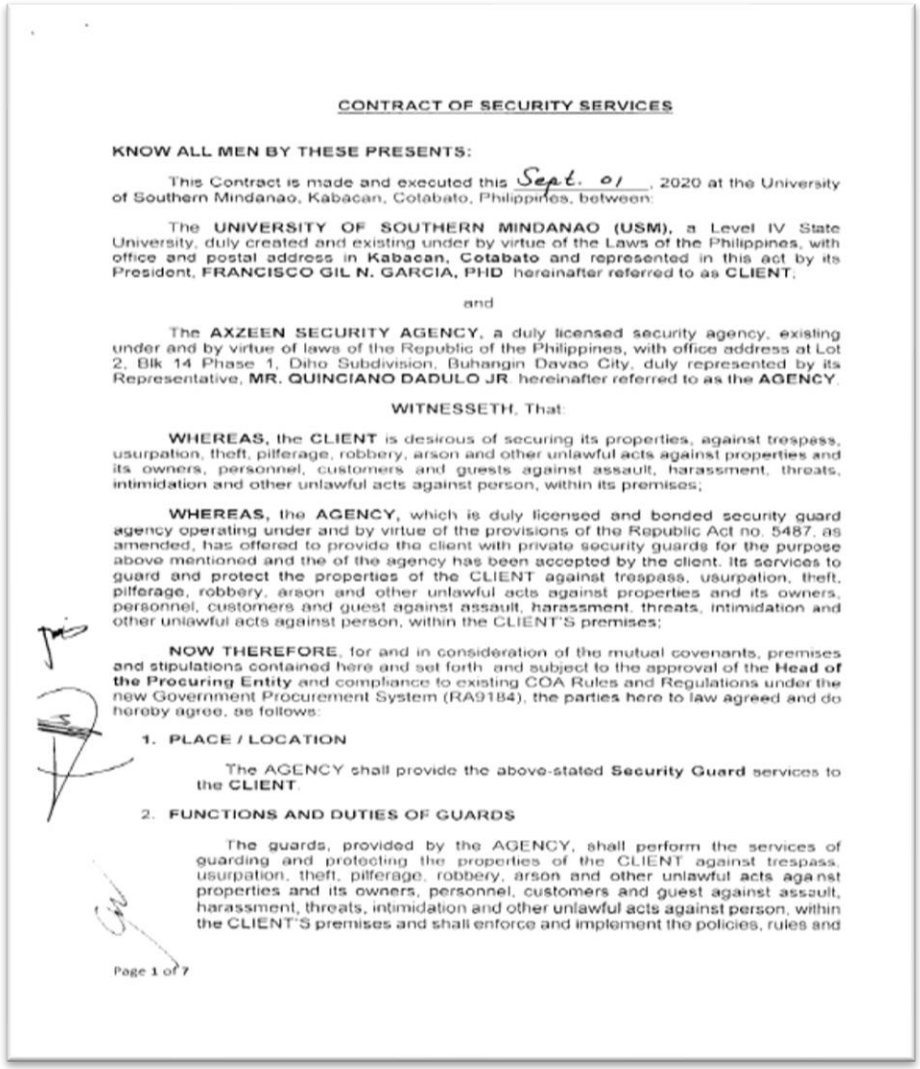
AREA VIII

PHYSICAL PLANT AND FACILITIES

S.6.THERE IS A CAMPUS SECURITY UNIT THAT ENSURES SAFETY OF THE ACADEMIC COMMUNITY.

S.6.There is a campus security unit that ensures safety of the academic community.

1. The University ensures 24/7 guard on post in all entry and exit points of the campus.
2. The University provide vehicles for security forces for their regular roving.
3. The University is Equipped with Security Cameras.



CONTRACT OF SECURITY SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this Sept. 01, 2020 at the University of Southern Mindanao, Kabacan, Cotabato, Philippines, between:

The **UNIVERSITY OF SOUTHERN MINDANAO (USM)**, a Level IV State University, duly created and existing under by virtue of the Laws of the Philippines, with office and postal address in **Kabacan, Cotabato** and represented in this act by its President, **FRANCISCO GIL N. GARCIA, PHD** hereinafter referred to as **CLIENT**;

and

The **AXZEEN SECURITY AGENCY**, a duly licensed security agency, existing under and by virtue of laws of the Republic of the Philippines, with office address at Lot 2, Blk 14 Phase 1, Diho Subdivision, Buhangin Davao City, duly represented by its Representative, **MR. QUINCIANO DADULO JR**. hereinafter referred to as the **AGENCY**.

WITNESSETH, That:

WHEREAS, the **CLIENT** is desirous of securing its properties, against trespass, usurpation, theft, pilferage, robbery, arson and other unlawful acts against properties and its owners, personnel, customers and guests against assault, harassment, threats, intimidation and other unlawful acts against person, within its premises;

WHEREAS, the **AGENCY,** which is duly licensed and bonded security guard agency operating under and by virtue of the provisions of the Republic Act no. 5487, as amended, has offered to provide the client with private security guards for the purpose above mentioned and the of the agency has been accepted by the client. Its services to guard and protect the properties of the CLIENT against trespass, usurpation, theft, pilferage, robbery, arson and other unlawful acts against properties and its owners, personnel, customers and guest against assault, harassment, threats, intimidation and other unlawful acts against person, within the CLIENT'S premises;

NOW THEREFORE, for and in consideration of the mutual covenants, premises and stipulations contained here and set forth and subject to the approval of the **Head of the Procuring Entity** and compliance to existing COA Rules and Regulations under the new Government Procurement System (RA9184), the parties here to law agreed and do hereby agree, as follows:

1. **PLACE / LOCATION**

   The AGENCY shall provide the above-stated **Security Guard** services to the **CLIENT**.

2. **FUNCTIONS AND DUTIES OF GUARDS**

   The guards, provided by the AGENCY, shall perform the services of guarding and protecting the properties of the CLIENT against trespass, usurpation, theft, pilferage, robbery, arson and other unlawful acts against properties and its owners, personnel, customers and guest against assault, harassment, threats, intimidation and other unlawful acts against person, within the CLIENT'S premises and shall enforce and implement the policies, rules and

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regulation of the CLIENT who aims to maintain security, safety and good order thereat.

The PARTIES hereby affirm that the AGENCY does not undertake to an insurer against all risks. In the discharge of the foregoing duties and considering the wide range of situations that may arise, the guards provided by the AGENCY shall be allowed a latitude of discretion to deal with exigencies on any given situation with a view of giving primordial concern to the safety of life and/or containment of injuries or damages/losses occasioned.

3. FUNCTIONS OF THE AGENCY

The AGENCY shall provide the CLIENT a total of SIXTY-ONE (61) Regular Security Guards who will be assigned at the different posts inside the clients premises.

The guards that the AGENCY shall provide with prescribed uniform other paraphernalia for security purposes. Please see Annex A for the preferred uniform type per account.

TYPE A	TYPE B
White Long Sleeve Navy Blue Slacks Black Socks Black Charol Shoes Baton Handcuffs Pershing Cap	Blue Long Sleeve (w / name plate & AXZEEN Logo) Navy Blue Slacks Black Socks Black Charol Shoes Baton Handcuffs Bull Cap

The AGENCY shall provide the needed communications equipment to enable the guards to constantly communicate with headquarters during his tours. The necessary licenses for this equipment must be secured by the AGENCY.

The AGENCY will provide the necessary transportation/equipment for the use in regular site inspection and for responding to incidents.

Additional security equipment may be provided by the CLIENT, such as but not limited to: floodlights and padlocks. Other security requirements that are necessary, such as physical or perimeter barriers, either fixed or moveable, shall be the responsibility of the CLIENT.

4. QUALIFICATION OF GUARDS

Each guard to be assigned by the AGENCY to the CLIENT must be:

4.1 At least High School Graduate/College Undergraduate (2nd year college) of good moral character and reputation, courteous, alert and without criminal or police records;

4.2 Physically and mentally fit, not less than 21 but not more than 50 years of age and at least five (5) feet and four (4) inches in height for the male) and 5'2" for the female.

4.3 Duly licensed and properly screened and cleared by the PNP, NBI Police and other government offices issuing clearances for employment;

4.4 In proper uniform at all times during his tour of duty;

4.5 In possession of such other qualifications as required by the PNP pursuant to Republic Act. No. 5487, as amended.

5. REQUIRED LOGISTICS

The AGENCY shall provide the following security equipment.

5.1 FIREARMS

5.1.a Six (6) 38 Caliber Pistol
5.1.b Twelve (12) Pistol (9mm)
5.1.c Eleven (11) Shot Gun

5.2 SECURITY EQUIPMENTS

5.2.a. Ten (10) Units Metal Detector
5.2.b. One (1) Unit Digital Camera
5.2.c. One (1) Unit Computer and Printer
5.2.d. One (1) Set Medical Kit; and
5.2.e. One (1) First Aid Kit for each security guard on duty

5.3 COMMUNICATION EQUIPMENT

5.3.a. One (1) Base Radio
5.3.b. One (1) Unit Brand New Mobile Phone
5.3.c. Sixty One (61) Units Handheld Radio with Battery Charges (Brand New)

5.4 DEDICATED SERVICE VEHICLE

5.4.a. Two (2) Units Motorcycle

6. MODE OF PAYMENT

For and in consideration of the above services and during effectivity of this contract, the CLIENT, shall pay the SECURITY AGENCY the amount of **TWELVE THOUSAND ONE HUNDRED TEN PESOS and 01/100 (PhP 12,110.01)** per Security Guard, rendering SIX (6) hours of duty per day fper (4) shifting, collectible every 15th and 30th day of the month inclusive of holidays for a total contract price of **TWO MILLION NINE HUNDRED FIFTY FOUR THOUSAND EIGHT HUNDRED FORTY TWO PESOS AND 40/100 (PhP2, 954,842.40)** inclusive of tax.

It is understood that portion of the above consideration equivalent to that amount to which the security guard/s is/are entitled by way of salary or compensation shall be earmarked and set aside for such remuneration by the AGENCY.

Any increase and/or adjustment made by the Department of Labor and/or the Regional Tripartite Board on the Minimum Wage will correspondingly increase/adjust the rates herein agreed.

7. SALARIES OF GUARDS

The AGENCY shall be responsible for the payment of wages of the security guards detailed / assigned to the CLIENT. Any complaint from the deployment of guard's relative to his/their pay and allowances or fringe benefits related thereto, is the sole responsibility to the AGENCY, being the employer of the guards. Non-payment of guard's salary is a ground termination of the Contract between the AGENCY and the CLIENT. The AGENCY shall hold the CLIENT free and harmless from any all damages, costs and expenses arising from suits that may be filed resulting from non-payment by the AGENCY of any wages/benefits due to the security guards, provided the CLIENT, have already paid the AGENCY for billings corresponding to the guard's tour of duty for which no wages/benefits were given. Any increase and/or adjustment on Salary should be properly coordinated the Client.

The AGENCY shall be responsible in compliance with the RA 54587, otherwise known As "An act to regulate the Organization and Operation of Private Detective, Watchmen or Security Guards Agencies", as amended and shall be solely liable for any claim made by the guards assigned to the premises under the Labor Code of the Philippines, Social Security Law, various Presidential Decrees on Allowances and Wages Orders, and all their IRRs which are presently existing or which may hereafter be promulgated by governing authorities.

The AGENCY shall make timely and immediate remittances of all amounts due to SSS, PHILHEALTH, PAG-IBIG, or such other related government agencies or private entities where the AGENCY is bound to make the remittances for the benefit of all assigned guards.

8. SUPERVISION AND CONTROL

The SECURITY AGENCY shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the CLIENT on the matter.

9. LIABILITY TO UNAUTHORIZED LOANS AND ACCOUNTS OF SECURITY GUARDS

The CLIENT shall not extend loan to any of the guards assigned/detailed to them by the AGENCY without the consent of the AGENCY. Any private transaction entered into by and between the guard and the CLIENT or by any of his/her employees shall not be considered an obligation of the AGENCY responsible or liable thereto.

10. LIABILITY FOR LOSS

The AGENCY shall assume full responsibility for the acts of the security guards and shall indemnify the CLIENT for any injury, loss or damage to the person or property of the CLIENT which is attributed to or caused by the willful and deliberate act and/or omission, neglect of duty or gross negligence of guards or other personnel assigned by the AGENCY / provided that such loss injury or damage is reported to the AGENCY by the CLIENT in writing within Forty-eight **(48)** hours after the discovery thereof/otherwise the CLIENT shall be considered to have waived its right to require the AGENCY to replace, or pay the same. In no case shall the AGENCY be liable for loss or damage

incurred or sustained by the CLIENT as the consequences of, or occasioned by, the orders given by the CLIENT, or those caused or occasioned by force majeure or fortuitous events. Force majeure or fortuitous events are those partially or totally hinder the fulfillment by the AGENCY of its undertaking under this contract, like a bigger number of armed malefactor that outnumber the guard(s), fires, floods and other natural disasters of acts of God.

The parties further agree that the AGENCY shall not be liable or responsible for loss, injury or damages sustained by the CLIENT under the following circumstances:

- In case where the loss, damage or injury due exclusively to the deliberate or negligent act or omission of the employees of the CLIENT.

In all cases, the CLIENT shall not deduct from or withhold payment of the amount or compensation due to the AGENCY without meeting first the following conditions:

- The fault, guilt or negligence of the AGENCY's guard or personnel has been established upon reasonable investigation wherein both parties are given the opportunity to be heard; and
- The value or cost of the damage or injury has been proven and or ascertained by the mutual agreement of the parties.

Once the foregoing conditions are met, the CLIENT shall thereafter bill the AGENCY separately and the same shall be deducted and/or reflected in the succeeding billing statements of the AGENCY, but in no case shall the CLIENT automatically deduct from the billing submitted by the AGENCY

11. REPLACEMENT OF ANY GUARD

The CLIENT may have a guard changed or replaced anytime whose work it finds or believes to be below standard or whose conduct is unsatisfactory or is prejudicial to its interest, as determined by the CLIENT. The judgment of the CLIENT on such matter shall be final, binding and should the AGENCY refuse, the former may consider the same valid cause for the termination of the contract.

12. OTHER DUTIES

12.1 The AGENCY shall present the CLIENT any and all guards to be assigned to the CLIENT for his proper acceptance, if necessary or as requested by the CLIENT. However, on extreme emergencies like AWOL, ABANDONING OF POSTS, SICKNESS, DEATH, etc. of assigned guard, the AGENCY reserves the right to deploy a security guard as a replacement of the erring guard but inform the office of the CLIENT.

12.2 The AGENCY must develop and maintain proper liaison with the Police, Military and other Civil Reference agencies to complement the integrated Security System for the CLIENT.

12.3 The AGENCY shall ensure that all guards shall adhere to the customer service and other pertinent policies of the client.

12.4 The CLIENT shall not utilize the guards of the AGENCY for other purposes or activities that are illegal "per se" or declared illegal either by special Law or Municipal Ordinance. Further, that guards assigned to the CLIENT, shall be utilized only within the premises of the CLIENT's properties being secured. Any liability arising from the utilization of the guards assigned by the AGENCY to the CLIENT outside of the premises herein agreed or utilization of the guards other than the purposes herein prescribed shall be the sole responsibility of the CLIENT.

13. TERM OF CONTRACT

This Contract shall be effective for a period of FOUR (4) months starting September 1, 2020 up to December 31, 2020 and shall be deemed renewed every year unless earlier terminated in writing.

All judicial and extra-judicial expenses which will be incurred by the AGENCY in connection with the performance by its guards of their duties and functions particularly those in accordance with the order of the CLIENT shall be for the AGENCY's account.

14. TERMINATION OF CONTRACT

Either party may terminate this Contract for any justifiable cause or causes at any time by written notice given to the party at least thirty (30) days prior to the intended date of termination. In case of serious breach of any of the provisions of this contract by any party, the non-breaching party may immediately terminate this contact by giving written notice with effectivity on the date so specified in the written notice. In **case the CLIENT** terminates the contract within the 30-day period after the signing hereof, it is understood that **FULL PAYMENT** of the total monthly contract price for one (1) month by the CLIENT, as herein agreed, multiplied by the number of guards posted, shall be billed in full plus the necessary incidental expenses incurred by the AGENCY in connection therewith. However, the AGENCY may, without complying the 30-day period notice, outright terminate the security services extended to the CLIENT for non-payment of an accumulative account of two (2) months or more. Subsequently, that in case there is a conflict of claims, the hired PSAs shall automatically terminate its services w/o any liability.

IN WITNESS WHEREOF, the parties have hereunto set their hand at the place and on the date first stated above.

QUINCIANO DADULO JR.
Representative
AXZEEN SECURITY AGENCY

FRANCISCO GIL N. GARCIA, PhD.
SUC President
USM

SIGNED IN THE PRESENCE OF:

PROF. [illegible]

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S
Municipality of_____)

BEFORE ME, a Notary Public for and in the City of _____, Philippines, this 15th day of Sept 2020 personally appeared the following:

Name	CTC/ Driver's License, No.	Issued By:
Francisco Gil N. Garcia,PhD	TIN # 153-671-752	BIR Office
Quinciano Dadulo Jr.	_____	BIR Office

Both known to me and to me known to be the same person who executed the foregoing instrument, and acknowledgment to me that the same their free and voluntary act and deed.

This instrument is a Contract of Guard Services which consists of seven (7) pages, including this page on which this acknowledgement is continued, and is signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the above date and at the place first above – written.

[illegible]
Notary Public for and in Cotabato Province
Until December 31, 2021
PTR No: 9886256/1/2/20/Amas, Kidapawan City
IBP No: 094262/11/6/19/North Cotabato Chapter
Roll No: 46[illegible]

Doc. No. 3
Page No. 1
Book No. XLIV
Series of 2020

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USM SECURITY PROFILE

UNIVERSITY OF SOUTHERN MINDANAO
Kabacan, Cotabato
Philippines

SECURITY PROFILE 2020

	NAME	AGE	DATE OF BIRTH	EDUCATIONAL ATTAINMENT	ELIGIBILITY	SECURITY LICENSE No.	EXPIRY DATE	DATE OF EMPLOYMENT	LENGTH OF SERVICE	STATUS OF SERVICE
PERMANENT										
1	ALEJO, RINIELY M.	34	5/31/1986	Masters unit	CS Prof & Agriculturist	R1220180200309	2020	2015	5	PERMANENT
2	ALIMAN, SAIDONA B.	62	3/16/1958	College Level	None	09-22442953	2021	1988	32	PERMANENT
3	BALMORES, JUDY D.	62	5/4/1958	College Level	PO3	R1220190802057	2022	1999	21	PERMANENT
4	BANTAS, LONIE B.	42	7/7/1978	College Level	None	09-2244986-5	2021	2003	17	PERMANENT
5	DANDAYOG, PALOY K.	61	11/7/1959	College Graduate	None	33-0052939-1	2021	1992	28	PERMANENT
6	DASALLA, RODRIGO R.	63	1/22/1957	College Level	None	09-1957229-2	2021	1984	36	PERMANENT
7	GALBAN, ARMANDO E.	51	9/8/1969	College Graduate	None	91872852	2021	2009	11	PERMANENT
8	JANANI, ABDULAMIN H.	58	7/16/1962	College Graduate	PATM (E)	09-0748335-1	2021	1991	29	PERMANENT
9	LABORDO, JERSON B.	42	12/6/1978	College Level	None	17152007	2021	2002	18	PERMANENT
10	MANTAWIL, NASRODIN Y.	46	3/27/1974	College Graduate	None	57869917	2021	2015	5	PERMANENT
11	MARQUEZ, JOVEN A.	61	6/17/1959	College Level	None	09-1957223-4	2021	1995	25	PERMANENT
12	MARTINEZ, MIGUEL R. JR.	66	12/18/1953	College Graduate	MC 42 (CSC)	09-14418033	2021	1985	35	PERMANENT
13	OSIS, ANTONIO M.	53	7/24/1967	College Level	None	09-1277278	2021	2006	14	PERMANENT
14	PEDTAMANAN, CAMALUDIN K.	52	12/16/1968	College Level	None	09-1957245-4	2021	1991	29	PERMANENT
15	SADJAIL, TATA M.	61	12/12/1959	H.S. Graduate	None	09-2241830-1	2021	1996	25	PERMANENT
16	SALVADOR, DANIEL M.	62	12/7/1958	College Level	None	SG2971383	2021	2002	18	PERMANENT
17	SAMPULNA, SAMBATOL L.	61	6/7/1959	H.S. Graduate	None	09-2241404-6	2021	1989	31	PERMANENT
18	SUBAT, JOHN B.	42	4/7/1979	College Level	None	09-1957245-5	2021	2007	13	PERMANENT



PHILIPPINE NATIONAL POLICE
CIVIL SECURITY GROUP
SUPERVISORY OFFICE FOR SECURITY AND INVESTIGATION AGENCIES
Camp Crame Quezon City

ID CONTROL NO: R122019002005 28 | BATCH NO: 19020114 65 | SSS MEMBER NO:
TRANSACTION: NEW | CATEGORY: SECURITY GUARD | OLD SAGES FILES? | ISSUED AT: NCR

LASTNAME | FIRSTNAME | MIDDLENAME | QUAL

PERSONAL INFO

POSTAL ADDRESS: PEDTAD KABACAN
Press 'TAB' to SELECT REGION and PROVINCE (AFTER ADDRESS)
PROV./ MUNICIPALITY: COTABATO SUR | REGION: REGION 12
TEL NO: ( ) - | SEX: MALE | C. STATUS: MARRIED
NATIONALITY: FILIPINO | BIRTHDATE: 03/27/1974
BIRTHPLACE: COTABATO | HEIGHT: 0.00 Centimeters | WEIGHT: 0.00 Kilograms
HOLD APPLICATION? No

CLOSE

PAYMENT DETAILS

OR NUMBER:
SBF NUMBER:
CHARGES: 300.00
OTHER: 0.00
TOTL AMOUNT DUE: 300.00
DATE PAID: 01/14/2019
VERIFIED BY: PCI CULAWAY
DATE VERIFIED: 01/14/2019
APPROVED BY: PCI CULAWAY
DATE APPROVED: 01/14/2019
DATE EXPIRY: 01/14/2022

This serves as your License to Exercise Security Profession (LESP)
VALID UNTIL JANUARY 14, 2022.

Not Valid without SOSIA Dry Seal

NEW ISSUANCE

Note: *This document is issued in lieu of the LESP Card*

Processed by:

DAINIS O ALMUGUIS
Police Chief Inspector
Chief, Personnel Licensing Section

Noted by:

EDUARDO C ABADAY
Police Senior Superintendent
Chief, Security Licensing Division

GUARD ON POST



GUARD ON POST



Security Roving Vehicles



SECURITY CAMERAS INSTALLED INSIDE THE CAMPUS



